



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

SOLICITATION AMENDMENT #2

RFP# 1005728

August 8, 2011

PAGE 1 of 4 FOR THE PROCUREMENT: **Building Demolition Services**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. **YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT PROPOSAL.**

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

Change #1

On page 15 under Background and Intent, first sentence in paragraph (4) the word "each of" has been removed. REPLACE page 15 with attached, **REVISED page 15.**

Change #2

Attachment A (References) has been moved from page 24 to page A1. REPLACE pages 24 and A1 with attached, **REVISED pages 24 and A1.**

.....
There are no other changes.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **IS NOT** EXTENDED.

ISSUED BY: _____

David E. Dise, CPPO, Department of General Services

NAME OF OFFEROR: _____

(Type or print)

NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN: _____

(Type or print)

OFFEROR'S SIGNATURE: _____ DATE: _____

(Norris)

Office of Procurement



DEPARTMENT OF GENERAL SERVICES

SOLICITATION AMENDMENT #3

RFP#1005728

August 30, 2011

Isiah Leggett
County Executive

David E. Dise
Director

PAGE 1 OF 10 FOR THE PROCUREMENT OF: **BUILDING DEMOLITION SERVICES**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR
PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF
OFFERS. YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO
CONSIDER THE PROPOSAL UNACCEPTABLE.

DESCRIPTION OF AMENDMENT:

CHANGE 1: Replace page 3 with Revised page 3. Changes are in ***bold and italicized***.

CHANGE 2: Insert ATTACHMENT K

Attached are the Pre-submission meeting minutes and attendance sheet.

THE SOLICITATION PROVISION ENTITLED SOLICITATION AMENDMENTS IS
APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE
HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND
DATE SPECIFIED FOR RECEIPT OF PROPOSALS **HAS NOT BEEN EXTENDED.**

ISSUED BY: David E. Dise

David E. Dise, Director
Department of General Services

NAME OF BIDDER: _____

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER: _____

BIDDERS SIGNATURE: _____ DATE: _____

Buyer: Robert Norris

Office of Procurement

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ATTACHMENTS

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ATTACHMENT K (Revised By Solicitation Amendment #3)
INFORMATIONAL WAGE RATES

The wage rates listed below are published by the State of Maryland, Division of Labor and Industry,
Prevailing Wage Unit.

The wage rates posted on this site are provided for informational purposes ONLY.

The wage and fringe rates may change between the time of issuance of the wage determinations and the award of the public works contract. Therefore, prior to the award of the public works contract, verification must be made with the public body, to insure that the rates contained in this determination are still prevailing.

These Informational Prevailing Wage Rates may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for public work contracts that are funded with 50% of State funds and are over \$500,000 in contract value.

MONTGOMERY COUNTY		HIGHWAY CONSTRUCTION		Print Date August 10, 2011	
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
CARPENTER		\$ 21.96		\$1.89	
CEMENT MASON		\$ 20.42		\$4.05	
ELECTRICIAN		\$ 30.00	025	\$11.70	
INSULATION WORKER		\$ 30.43		\$14.60	
IRONWORKER		\$ 20.70	510	\$1.13	
IRONWORKER - REINFORCING		\$ 26.38	025	\$16.44	
IRONWORKER - STRUCTURAL		\$ 28.83		\$14.05	
LABORER - AIR TOOL OPERATOR		\$ 17.71		\$0.45	
LABORER - ASPHALT PAVER		\$ 14.28		\$0.25	
LABORER - ASPHALT RAKER		\$ 14.28		\$0.25	
LABORER - BLASTER - DYNAMITE		\$ 17.71		\$0.45	
LABORER - BURNER		\$ 17.71		\$0.45	
LABORER - COMMON OR UNSKILLED		\$ 14.28		\$0.25	
LABORER - CONCRETE PUDDLER		\$ 17.71		\$0.45	
LABORER - CONCRETE SURFACER		\$ 17.71		\$0.45	
LABORER - CONCRETE TENDER		\$ 17.71		\$0.45	
LABORER - CONCRETE VIBRATOR		\$ 17.71		\$0.45	
LABORER - DENSITY GAUGE		\$ 17.71		\$0.45	
LABORER - FLAGGER		\$ 14.28		\$0.25	
LABORER - GRADE CHECKER		\$ 17.71		\$0.45	
LABORER - HAND ROLLER		\$ 17.71		\$0.45	
LABORER - HAZARDOUS MATERIAL HANDLER		\$ 17.71		\$0.45	
LABORER - JACKHAMMER		\$ 17.71		\$0.45	
LABORER - LANDSCAPING		\$ 14.28		\$0.25	
LABORER - LAYOUT		\$ 17.71		\$0.45	
LABORER - LUTEMAN		\$ 14.28		\$0.25	
LABORER - MASON TENDER		\$ 17.71		\$0.45	
LABORER - MORTAR MIXER		\$ 17.71		\$0.45	
LABORER - PIPELAYER		\$ 17.71		\$0.45	
LABORER - PLASTERER - HANDLER		\$ 17.71		\$0.45	
LABORER - SCAFFOLD BUILDER		\$ 17.71		\$0.45	
LABORER - TAMPER		\$ 17.71		\$0.45	
MILLWRIGHT		\$ 25.65	001	\$12.40	
PAINTER - BRIDGE		\$ 31.32	033	\$7.91	
PILEDRIIVER		\$ 25.00		\$0.64	

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
PLUMBER		\$ 37.67	033	\$14.82
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	SR	\$ 24.05	003	\$11.55
POWER EQUIPMENT OPERATOR - BACKHOE	SR	\$ 21.00		\$0.00
POWER EQUIPMENT OPERATOR - BOBCAT	SR	\$ 17.64		\$11.55
POWER EQUIPMENT OPERATOR - BOOM TRUCK	SR	\$ 18.00	021	\$0.00
POWER EQUIPMENT OPERATOR - BROOM TRUCK	SR	\$ 24.27	001	\$13.10 a
POWER EQUIPMENT OPERATOR - BULLDOZER	SR	\$ 21.84		\$0.00
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	SR	\$ 24.82	001	\$13.10
POWER EQUIPMENT OPERATOR - CRANE	SR	\$ 29.25		\$1.09 a
POWER EQUIPMENT OPERATOR - EXCAVATOR	SR	\$ 22.56		\$0.00 a
POWER EQUIPMENT OPERATOR - FORKLIFT	SR	\$ 20.74	005	\$6.97
POWER EQUIPMENT OPERATOR - GRADALL	SR	\$ 22.00		\$0.00
POWER EQUIPMENT OPERATOR - GRADER	SR	\$ 22.00		\$0.00
POWER EQUIPMENT OPERATOR - LOADER	SR	\$ 20.68		\$0.28
POWER EQUIPMENT OPERATOR - MASTER MECHANIC	SR	\$ 28.60		\$6.35
POWER EQUIPMENT OPERATOR - MILLING MACHINE	SR	\$ 15.40	033	\$6.77 a
POWER EQUIPMENT OPERATOR - OILER	SR	\$ 24.82	023	\$13.10
POWER EQUIPMENT OPERATOR - PAVER	SR	\$ 20.65	033	\$7.70
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	SR	\$ 18.00		\$0.43
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	SR	\$ 18.00		\$0.00
POWER EQUIPMENT OPERATOR - SCRAPER	SR	\$ 26.00	005	\$6.25 a
POWER EQUIPMENT OPERATOR - SCRAPER - PAN	SR	\$ 14.00	003	\$6.93 a
POWER EQUIPMENT OPERATOR - SCREED	SR	\$ 18.85	033	\$7.31
POWER EQUIPMENT OPERATOR - SWEEPER	SR	\$ 21.23	033	\$8.92
TRUCK DRIVER - A FRAME		\$ 17.50		\$0.00
TRUCK DRIVER - DUMP		\$ 17.50		\$0.00
TRUCK DRIVER - DUMP - ARTICULATING	SR	\$ 20.90	033	\$6.25
TRUCK DRIVER - LOWBOY		\$ 20.98	003	\$6.53
TRUCK DRIVER - TACK/TAR TRUCK		\$ 19.50		\$0.14
TRUCK DRIVER - TANDEM		\$ 18.00	003	\$0.00
TRUCK DRIVER - TRACTOR TRAILER		\$ 26.60	033	\$11.05
TRUCK DRIVER - WATER		\$ 19.50		\$0.70

FRINGE REFERENCES AS NOTED:

a. PAID HOLIDAYS: New Year Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation;
2 years service - 2 weeks paid vacation;
10 years service - 3 weeks paid vacation.

THE COMMUNICATION INSTALLER TECHNICIAN classification will be utilized for the installation, maintenance, and removal of teledata facilities(voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, V-SAT, bypass, CATV, WAN (Wide Area Networks), LAN (Local Area Networks), and ISDN (Integrated Systems Digital Network). Fire alarm work and security alarm work shall be installed by an Electrician. All HVAC control work will be installed by an Electrician or a Steamfitter/Pipefitter.

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
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These Informational Prevailing Wage Rates may not be substituted for the requirements of pre-advertisement or onsite job posting for public work contracts that are funded with 50% of State funds and are over \$500,000 in contract value.

Modification Codes:

- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AllSt.txt>

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dli.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

END OF REPORT

RFP No. 1005728
BUILDING DEMOLITION SERVICES
PRE – SOLICITATION MEETING
MEETING MINUTES

August 17, 2011

- PROJECT:** Request for Proposals (RFP) No. 1005728
Building Demolition Services
- MEETING LOCATION:** Montgomery County DOT/DTE
Edison Park Campus
100 Edison Park Drive
Gaithersburg, Maryland
Fourth Floor NE Conference Room
- MEETING TIME:** 10:00 A.M.
- SOLICITATION OPENING:** Montgomery County Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166
Date: September 7, 2011
Time: 3:00 P.M.
- PROJECT LOCATION:** This project is located County-wide in Montgomery County.
- PROJECT DESCRIPTION:** The project encompasses a full range of building demolition services including (without limitation) preliminary investigation, building demolition, post demolition services, and related technical services to be conducted County-wide. This RFP consists of intermittent work; there will not be a steady flow of work.
- The major items of work are:**
1. **PRELIMINARY SERVICES**
This item includes all items that need to be addressed prior to issuance of the Building Demolition Permit through the Montgomery County Department of Permitting Services (MCDPS) as well as any other permits that may be necessary prior to the building demolition:
 - a) Environmental survey (investigation to identify recognized environmental conditions, including the presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of release of any hazardous substances or petroleum products into structures on the property or into the ground/groundwater, or surface water of the property).

- b) Preparation of all plans necessary to secure Demolition Permit including but not limited to Demolition plan, Erosion & Sediment Control Plan and Maintenance of Traffic Plan; obtain all necessary permits (Building, Erosion and Sediment Control, Right of Way, etc.)
- c) Pest control certification (rodent abatement and elimination)
- d) Hazardous material abatement, including but not limited to lead paint, hydrocarbons and asbestos.
- e) Removal and cap of monitoring wells,
- f) Disconnection of electrical, gas, telephone/cable lines (final reading of meter prior to disconnection)
- g) Disconnection of water and sewer service (public or private)

The above items include any coordination/permit applications/meetings necessary with the various supplier companies to ensure disconnection of their services as well as securing proper certifications in order to obtain the building demolition permit.

2. BUILDING DEMOLITION SERVICES

This item includes but is not limited to:

- a) Contacting the Montgomery County Police Department (MCPD) to request a security/safety sweep of the premises prior to the building demolition.
- b) Securing the site, setting up the approved Erosion and Sediment Control measures, demolishing the building, and removing debris, foundation, backfill, etc.
- c) All construction/demolition activities shall be in accordance with permit requirements and SHA Standard Specifications for Construction and Materials.

3. POST DEMOLITION SERVICES

This item includes but is not limited to grading the disturbed area to provide positive drainage as well as stabilizing the disturbed area.

- Notice to Bidders:** The County intends to issue individual Task Orders for various assignments/projects. Issuance of individual Task Orders is contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.
- Prevailing Wage Policy:** For this project the Contractor and all sub-contractors are required to comply with the Prevailing Wage Law. See RFP Attachment H.
- Right-of-Way:** The property for each demolition location will be secured prior to issuance of the Task Order.
- Utilities:** Contractor will be required to coordinate utility meter removal and return and disconnections prior to building demolition. Disconnection certifications will be required.
- Duration of the Project:** Contract term is for a two (2) year period after issuance of NTP. Individual Task Order durations will vary; once a Task Order is issued Contractor must provide the County with a project schedule (§D page 19 of RFP).

Michael Brown, the Business Relations Coordinator with the Office of Business Relations and Compliance, took a few minutes to discuss the Local Small Business Reserve Program LSBRP. Any questions related to the LSBRP should be directed to Mr. Michael Brown, email: michael.c.brown@montgomerycountymd.gov, phone: 240-777-9913, fax: 240-777-9952.

QUESTIONS: Below are answers to the questions that came up during the pre-solicitations meeting.

- A separate performance bond and a labor and materials bond will be required for each task order in an amount equal to the value of that task order (RFP pg. 23)
- A bid bond is not required for this RFP.
- Contractor's total lump sum fee for each task order must include any permit fees, anticipated costs or fees (RFP pg. 15)
- The three (3) contractors with the highest rated written proposal score will be shortlisted and must submit their approach to the Building Demolition Scenario (Attachment I) as well as their completed Schedule of Prices (Attachment J). (RFP pg. 19)
- There were questions about the number of Task Orders issued per year, No projects were specified. Number of Task Orders Issued is contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.

Please direct any other questions to the Attention of Mr. Mark Aebig, Acting Chief, Construction Section, email : mark.aebig@montgomerycountymd.gov , fax: 240-777-7287

SOLICITATION AMENDMENTS: If necessary a Solicitation Amendment will be issued following this meeting.

CONTACT	TITLE	SECTION/DIV	PHONE NO.
Mark Aebig	Acting Chief	DOT/DTE Construction	240-777-7215
Jim Lutz, Jr.	Engineer III	Constr. Contract Unit	240-777-7216
Dewa Salihi	Engineer III	Constr. Contract Unit	240-777-7290
Rodney Brown	Chief	Constr. Materials Unit	240-773-3416
Wayne King	Constr. Representative	Constr. Materials Unit	240-773-3417
Fred Lees	Senior Engineer	Traffic Eng. Operation	240-777-2190
Stella Igbinedion	Engineer III	Traffic Eng. Operation	240-777-2165
Robert Norris	Procurement Specialist	DGS-Procurement	240-777-9926
John Gibala	Program Mngr.	DGS- Wage Req. Program	240-777-9918

CONTACT	ORGANIZATION	PHONE NUMBER
Mr. Ahmad Karami P.E.	WSSC	301-206-8672
Mr. Kamal Hamud	Montgomery County TEOS	240-777-8761
Mr. John Koroma	PEPCO	202-388-2632
Mr. Wallace Brooks	Verizon	301-282-7037
Mr. Dwayne Douty	Comcast	301-456-8957
Mr. Kamal Hamud	Montgomery County Traffic	240-777-2190
Ms. Syntonia Foster	Potomac Edison	301-829-7035



Meeting Attendance Sheet

Building Demolition Services

Location: 4th Floor NE Conf. Room

NAME	AFFILIATION	PHONE	FAX	E-MAIL ADDRESS
Jim Lutz, Jr.	MCDOT-Contracts Unit	240-777-7216	240-777-7287	james.lutz@montgomerycountymd.gov
Dewa Salhi	MCDOT-Contracts Unit	240-777-7290	240-777-7287	dewa.salhi@montgomerycountymd.gov
Paul Morris	(Horseman's)	240-777-9926		cheethorse@iis.com
Frank Zambelli	Barco	443-335-0660	403-335-0790	Frank@barcoenterprises.com
Barco	Barco	440-838-0660	440-838-0790	barco@barcoenterprises.com
Mike Brown	OBRC	240-777-9913		Mike.Brown@montgomerycountymd.gov
Steve Loomis	Stage Construction	301-349-2429	301-638-3522	Steve.Loomis@stageconstruction.com
Kenn Stedley		301-352-0575	301-252-1535	RE Stedley.net
Jim Root-Khaval	TECON/KEI	240-205-8025	301-528-0680	JimRoot@khavaleng.com
David Polk	AB Construction	240-350-4740	301-868-8970	DavidPolk@ab-construction.com
Bill Hearn	ICM/BEI	301-461-8541	301-304-3042	bill.hearn@icm.com
William Harnford	BS&S LLC	301-540-7281	301-540-7751	harnford@bsands.com
Mark Harnford	BS&S LLC	301-250-0572	301-540-7751	harnford@bsands.com

SECTION C - SCOPE OF SERVICES

1. Background and Intent

The Montgomery County, Maryland (the County), through its Department of Transportation, Division of Transportation Engineering, Construction Section is soliciting technical proposals to provide a full range of building demolition services including (without limitation) preliminary investigation, building demolition, post demolition services and related technical services to be conducted county-wide. As a result of this solicitation, the County expects to award a contract to provide the services described herein. In general, the services must include, but will not necessarily be limited to:

- Preliminary site investigation,
- Environmental survey,
- Geotechnical Investigation
- Removal of hazardous materials from the site (lead, asbestos, heavy metals, petroleum, etc.) and secure the corresponding certifications,
- Pest control certification,
- Removal and cap of monitoring wells,
- Removal and plug of water wells,
- Utility disconnections and obtain the corresponding certifications (electrical, gas, telecommunication, water, sewer, etc.)
- Disconnection of water and sewer lines to the building,
- Building demolition (permits, plan preparation, demolition, site stabilization; all equipment, labor and materials necessary to complete structural demolition)
- Removal of air conditioning refrigeration systems.

The above services include any coordination, plan preparation, permit acquisition and meetings required to achieve the various aspects needed to complete a building demolition and will support various transportation related Capital Improvement Program (CIP) projects as deemed necessary and directed by the Division of Transportation Engineering. Contractor is to provide all necessary equipment, materials, transportation, and labor for said demolition services. Demolition projects must be accomplished in a quality and timely manner.

The County intends to issue individual Task Orders for various assignments/projects as funding appropriations permit. Issuance of individual Task Orders is contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.

Prior to release of a task order, the County will provide the contractor with statement of work including a project description and any special terms and conditions, special instructions, a projected completion date, and any other relevant information. Within fourteen (14) days of receipt of the project description, the Contractor must submit its final proposal including: 1) a total lump sum fee for completing the service as well as an itemized break down of this fee based on the resultant contract's schedule of prices; 2) the proposed method for completing the services; 3) a timeline for completing the services; 4) responses to other information required by the statement of work; 5) the date and signature of the contractor; (6) and any other requirements specified by the County. The total lump sum fee must include any and all anticipated costs or fees, including the cost of any permits. The County will not pay any costs for travel, lodging, or meals.

Task Orders must be authorized in writing by the County's Contract Administrator and include the complete description of the work, special instructions, commencement and completion dates as well as the total cost. All costs incurred in preparing and negotiating proposals for Task Orders (scope, cost, etc.) as described hereinabove shall be borne by the contractor. *The County makes no guarantee of a minimum amount of work under a contract resulting from this solicitation or the number and/or type of task orders issued.* A contractor must not commence the service for any task until a purchase order has been executed by the Office of Procurement, and a Notice to Proceed has been issued for that task order by the County.

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

SOLICITATION AMENDMENT #1

RFP# 1005728

August 8, 2011

PAGE 1 of 1 FOR THE PROCUREMENT: **Building Demolition Services**

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. **YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT PROPOSAL.**

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

Change #1

The proposal submission date is changed from September 5, 2011, to **no later than 3:00 P.M. on September 7, 2011.**

There are no other changes.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **IS** EXTENDED.

ISSUED BY: _____

David E. Dise, CPPO, Department of General Services

NAME OF OFFEROR: _____

(Type or print)

NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN: _____

(Type or print)

OFFEROR'S SIGNATURE: _____ DATE : _____

(Norris)

Office of Procurement

Local Small Business Reserve Program (LSBRP) Notice

RFP #1005728

Building Demolition Services

This solicitation is reserved for only self-certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a bid/proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm prior to the bid's/proposal's due date. If your LSBRP self-certification is not registered prior to the bid's/proposal's due date, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Notice to Offerors

Request for Proposals RFP# 1005728 Building Demolition Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSAL
RFP #1005728
BUILDING DEMOLITION SERVICES
August 5, 2011

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced services as outlined in this document.

One original and three (3) copies of your proposal must be submitted in a sealed envelope/package no later than **3:00 p.m., on September 5, 2011** to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There **will** be an optional pre-submission conference at 10:00 A.M., on Wednesday, August 17, 2011 in the large conference room located at **Montgomery County Department of Transportation, Division of Transportation Engineering**, 100 Edison Park Drive, 4th Floor, Gaithersburg, MD 20878

The County **will not** accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the **technical information or the scope of services** contained in this solicitation, please contact **Mark Aebig, Senior Engineer, 100 Edison Park Drive, 4th floor, Gaithersburg, Maryland 20878 at (240) 777-7210.**

Should you have any **questions regarding procurement information** (i.e., terms and conditions) contained in this solicitation, please contact **Robert Norris at (240) 777-9926 or Tania Munoz at (240) 777-9920.**

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract)

This is a Services Contract (see Section A, Services Contract):

☐

or

This is a Construction Contract (See Attachment H):

X

or

**This is not a Services Contract (disregard Section A, Services Contract)
and is not a Construction Contract (disregard Attachment H):**

☐

David E. Dise, Director
Department of General Services

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RFP # 1005728
Montgomery County, Maryland
Acknowledgement Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The Offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number

Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include a signed acknowledgment (Page 5) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification.
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contracts resulting from this Solicitation:

- Maryland-National Capital Park & Planning Commission (M-NCPPC)
- Montgomery College (MC)
- Montgomery County Public Schools (MCPS)
- Montgomery County Revenue Authority
- Montgomery County Housing Opportunities Commission (HOC)
- Washington Suburban Sanitary Commission (WSSC)
- Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of the Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified and will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**PROPOSAL WITHDRAWAL/MODIFICATION**

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617 will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:

www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and non-technical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal is unacceptable under County law and will be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 5) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

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(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

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- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION C - SCOPE OF SERVICES

1. Background and Intent

The Montgomery County, Maryland (the County), through its Department of Transportation, Division of Transportation Engineering, Construction Section is soliciting technical proposals to provide a full range of building demolition services including (without limitation) preliminary investigation, building demolition, post demolition services and related technical services to be conducted county-wide. As a result of this solicitation, the County expects to award a contract to provide the services described herein. In general, the services must include, but will not necessarily be limited to:

- Preliminary site investigation,
- Environmental survey,
- Geotechnical Investigation
- Removal of hazardous materials from the site (lead, asbestos, heavy metals, petroleum, etc.) and secure the corresponding certifications,
- Pest control certification,
- Removal and cap of monitoring wells,
- Removal and plug of water wells,
- Utility disconnections and obtain the corresponding certifications (electrical, gas, telecommunication, water, sewer, etc.)
- Disconnection of water and sewer lines to the building,
- Building demolition (permits, plan preparation, demolition, site stabilization; all equipment, labor and materials necessary to complete structural demolition)
- Removal of air conditioning refrigeration systems.

The above services include any coordination, plan preparation, permit acquisition and meetings required to achieve the various aspects needed to complete a building demolition and will support various transportation related Capital Improvement Program (CIP) projects as deemed necessary and directed by the Division of Transportation Engineering. Contractor is to provide all necessary equipment, materials, transportation, and labor for said demolition services. Demolition projects must be accomplished in a quality and timely manner.

The County intends to issue individual Task Orders for various assignments/projects as funding appropriations permit. Issuance of individual Task Orders is contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.

Prior to release of a task order, the County will provide each of the contractor with statement of work including a project description and any special terms and conditions, special instructions, a projected completion date, and any other relevant information. Within fourteen (14) days of receipt of the project description, the Contractor must submit its final proposal including: 1) a total lump sum fee for completing the service as well as an itemized break down of this fee based on the resultant contract's schedule of prices; 2) the proposed method for completing the services; 3) a timeline for completing the services; 4) responses to other information required by the statement of work; 5) the date and signature of the contractor; (6) and any other requirements specified by the County. The total lump sum fee must include any and all anticipated costs or fees, including the cost of any permits. The County will not pay any costs for travel, lodging, or meals.

Task Orders must be authorized in writing by the County's Contract Administrator and include the complete description of the work, special instructions, commencement and completion dates as well as the total cost. All costs incurred in preparing and negotiating proposals for Task Orders (scope, cost, etc.) as described hereinabove shall be borne by the contractor. ***The County makes no guarantee of a minimum amount of work under a contract resulting from this solicitation or the number and/or type of task orders issued.*** A contractor must not commence the service for any task until a purchase order has been executed by the Office of Procurement, and a Notice to Proceed has been issued for that task order by the County.

The various types of transportation Capital Improvement projects that may require building demolition services include, but are not limited to:

- Road and Street Construction
- Highway Projects
- New Bridge Construction
- Bikeway and Pedestrian Facilities
- Transit Facilities

The County reserves the right to assign its in-house staff to coordinate, manage, oversee, or provide liaison on any project/assignment for which a Task Order has been issued.

In accordance with the terms of any contract issued as a result of this RFP, the County reserves the right to decide when Task Orders are issued. **The County makes no commitment of a specific number of Task Order assignments nor does it guarantee a specified value or total dollar value of work to be awarded.**

At the conclusion of each Task Order assignment, the Contractor's work performance will be evaluated by County staff. If for any reason, a contractor's performance is deemed unacceptable, the County may elect to modify, suspend or discontinue the issuance of Task Order assignments unless and until the situation which gave rise to the low rating is corrected to the full satisfaction of the County.

2. Scope of Services/Work Statement

The Contractor shall furnish all necessary engineering, site investigation, obtain all permits, labor, materials, and equipment to perform the work. The Contractor must have capacity and capability to provide the following:

(a) PRELIMINARY SERVICES

This item includes all items that need to be addressed prior to issuance of the Building Demolition Permit through the Montgomery County Department of Permitting Services (MCDPS) as well as any other permits that may be necessary prior to the building demolition:

- Environmental survey (investigation to identify recognized environmental conditions, including the presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of release of any hazardous substances or petroleum products into structures on the property or into the ground/groundwater, or surface water of the property).
- Preparation of all plans necessary to secure Demolition Permit including but not limited to Demolition plan, Erosion & Sediment Control Plan and Maintenance of Traffic Plan; obtain all necessary permits (Building, Erosion and Sediment Control, Right of Way, etc.)
- Pest control certification (rodent abatement and elimination)
- Hazardous material abatement, including but not limited to hydrocarbons and asbestos.
- Removal and cap of monitoring wells,
- Disconnection of electrical, gas, telephone/cable lines
- Disconnection of water and sewer service

The above items include any coordination/permit applications/meetings necessary with the various supplier companies to ensure disconnection of their services as well as securing proper certifications in order to obtain the building demolition permit.

(b) BUILDING DEMOLITION SERVICES

This item includes but is not limited to:

- Contacting the Montgomery County Police Department (MCPD) to request a security/safety sweep of the premises prior to the building demolition.

- Securing the site, setting up the approved Erosion and Sediment Control measures, demolishing the building, and removing debris, foundation, backfill, etc.
- All construction/demolition activities shall be in accordance with permit requirements and SHA Standard Specifications for Construction and Materials.

(c) POST DEMOLITION SERVICES

This item includes but is not limited to grading the disturbed area to provide positive drainage as well as stabilizing the disturbed area.

3. Contractor Qualifications

(a) Certification/Licenses

- i. All Contractor personnel performing the specific services of this proposal must provide evidence of competency to perform such services. Such evidence includes appropriate certification by one or more of the following agencies:
 - Washington Area Council for Engineering Laboratories (WACEL)
 - National Institute for Certification in Engineering Technologies (NICET)
 - MSHA Mid-Atlantic Region Technician Certification Program (MARTCP).
 - United States Environmental Protection Agency (EPA)
 - The National Institute for Occupational Safety and Health (NIOSH)
 - Maryland Department of the Environment (MDE)
 - Maryland Department of Agriculture (MDA)
 - Maryland Department of Labor Licensing and Regulation (MD-DLLR)
 - Maryland State Highway Administration (MSHA)

(Specialized education and other certifications not listed above may be substituted for approval by County.)
- ii. Licenses required include but are not limited to the following:
 - OSHA 10 hour certificate
 - State of Maryland Pesticide Applicator's Certificate
 - State of Maryland Erosion and Sediment Control Green Card
 - State of Maryland Certified Traffic Control Manager and Flaggers
 - State of Maryland Contractor's License
 - State of Maryland Business License (Engineering Firms)
 - State of Maryland License for Maryland Board of Heating, Ventilation, Air Conditioning and Refrigeration Contractors
 - Asbestos Contractor License
 - Professional Engineering Registration - Professional Engineers must be licensed in the State of Maryland. **(no substitution)**
 - Underground Storage Tank Technician, Remover, or Inspector Certification
- ii. Field personnel must provide current certifications or training certificates for:
 - Pest Control
 - Environmental Survey
 - Hazardous Material Abatement

In addition, field personnel must have a working knowledge and demonstrated experience with the following:

- MSHA *Standard Specifications for Construction and Materials* (January 2001 and all addenda and errata)
- MSHA Standard Details for Highway and Incidental Construction
- WSSC Standards and Specifications
- MCDOT Design Standards
- OSHA 29 CFR 1926 Safety Regulations (latest version)

(b) Experience

Contractor's key personnel should include, but are not limited to the following and should have five (5) years of work experience in the listed position:

- Project Manager
- Civil Engineer
- Environmental Scientist
- Site Supervisor
- Safety Officer

(c) Communication Ability Requirements

All field personnel must communicate effectively in the English language both orally and in writing. Communication to County Officials, contractors, elected officials, and the general public by oral presentation may be required at any time during the contract term.

(d) Safety

The Contractor ultimately selected through the RFP must provide full safety education and compliance oversight for all personnel and subcontractors working on the job. All relevant protection of the general public must be in place and maintained continuously and seamlessly throughout the performance of the Task Orders.

4. Contractor Responsibility

- (a)** The Contractor must provide all labor, materials, equipment, transportation and supervision necessary to complete Task Orders as described in the preceding Work Statement. The above must be provided in accordance with generally acceptable industry standards.
- (b)** New subcontractor, certifications, and supporting documentation must be submitted and approved by the County thirty days in advance of the first day any new subcontractors are expected to work on the contract.
- (c)** Contractor must provide documentation of current in-house roster of personnel being proposed to perform the duties listed in this RFP. Contractor may utilize sub-Contractors provided that each sub-Contractor is clearly identified in the proposal.
- (d)** Contractor must maintain sufficient resource levels to meet scheduling requirements and avoid delays to the Task Orders.
- (e)** Contractor must conduct building demolition activities in a safe manner at all times and are responsible for observing the safety regulations of the Maryland Occupational Safety and Health (MOSH), Occupational Safety and Health Administration (OSHA), and local life safety agencies.
- (f)** At the completion of a Task Order, Contractor must provide the County with complete project records including copies of permits, utility release documentation, pest control certification, inspection reports, etc. All project records are the property of Montgomery County.
- (g)** Contractor must coordinate its work with the County, Utility agencies, and the construction contractor so that conflicts are avoided and progress of the project is not delayed.
- (h)** Contractor must properly identify their vehicles at all times, including the company telephone number.
- (i)** Contractor must provide all personnel with a communication device during normal working hours, and make the following telephone numbers immediately available to all personnel:
 - Montgomery County contact
 - Contractor Contact
 - Consultant Contact
 - Miss Utility
 - Emergency numbers such as fire, police, rescue, etc.
 - MDE Contact
- (j)** Contractor must exercise the local standards of due diligence and reasonable care in the performance of Task Order duties. Contractor must be responsible for its actions which fail to meet the above, and will be held financially responsible for corrective work caused by its failure to act in accordance with the local standards.

5. County Responsibility

- The County is responsible to provide the Contractor with any available documents concerning the building(s) to be demolished.
- The County is responsible to provide the necessary forms for the Contractors' use in carrying out Task Order duties.
- Purchase property.

SECTION D - PERFORMANCE PERIOD**1. TERM**

The effective date of this Contract begins upon signature by the Director, Department of General Services

The period in which Contractor must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed and ends after a two (2) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term one (1) times for one (1) year.

2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment, after this one-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**1. PROCEDURES**

- Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. The QSC will also review an offeror for responsibility.
- Contractor interviews will be conducted with the three highest scoring offerors based on the QSC's score for each written proposal.
- Offerors who qualify for an interview as stated in Section E.1.b above must submit, for evaluation purposes, their approach to the Building Demolition Scenario (Attachment I) as well as their completed Schedule of Prices (Attachment J). These submittals will be due within 14 days of the County's request, as stated in Section E.2.b. Failure to meet the deadline may result in the offeror receiving zero (0) points for the interview evaluation.
- The interview criteria that will then be utilized is listed below under Section E.2.b. The QSC will also review an offeror for responsibility.
- The QSC will make its award recommendation of the highest ranked offeror based on the QSC's interview score and its responsibility determination.
- The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.

- g. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- h. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- i. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee(s).
- j. **The County reserves the right to cancel the solicitation.** The solicitation cancellation will be publicly posted.

2. **EVALUATION CRITERIA**

a. Written Proposal Evaluation Criteria Points

The QSC will evaluate the written proposals based on the following criteria.

- | | |
|--|-----------|
| 1. The Offeror's Team composition and capability of performing the required services | <u>10</u> |
| 2. Ability to manage projects and deliver on time and within budget. | <u>10</u> |
| 3. Ability to secure all government and utility approvals related to building demolition in Montgomery County. | <u>10</u> |
| 4. Ability to perform all building demolition services | <u>10</u> |
| 5. Experience in successfully performing the services described in this solicitation. | <u>10</u> |

Highest possible written proposal evaluation score:	<u>50</u>
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b. Interview Evaluation Criteria:

The QSC will evaluate the interviews of the three (3) highest scores based on the following criteria.

- | | |
|--|-----------|
| 1. Sample project scenario planning interview:
Offeror will present a briefing of its project planning scenario (see Attachment I and item "k" on page 22.) Offerors will be evaluated on completeness, clarity, creativity, presentation skills and knowledge of the subject matter, and its proposed team,. Key personnel to be assigned to the resultant contract must be presenters at the interviews (see page 19) | <u>30</u> |
| 2. Price:
Offeror will be scored based on lowest total price as reflected in the completed Schedule of Prices (see Attachment J). | <u>70</u> |

Highest possible interview evaluation score:	<u>100</u>
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SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and three (3) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the team, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 5) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.

- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- g. Minority Business Program and Offeror's Representation - Attachment C
- h. General Experience and Technical Competence
 - 1. Federal Standard Forms 254 and 255 for Engineering Consultant(s)
 - 2. Detailed resumes of all the involved staff members/individuals that are representative of the team's related experience and technical competence. This is to include the principal who will be the Contractor's representative to the County and the Engineers and Technicians who will perform the required services on projects. Include any relevant special qualifications and experience for key personnel.
 - 3. A detailed description of similar projects that represent the team and its staff's related experience and technical competence and demonstrate knowledge of applicable codes and regulations.
- i. Related Experience and Technical Competence:
Provide a detailed description of similar types of projects that are representative of the team's related experience and technical competence. Include with each project, the location and a contact person with a telephone number. Include all qualifications and licenses necessary to provide the services required herein.
- j. Workload and Quality Control
Provide a description of the Offeror's current workload and staff assignments, capability to handle requests for inspection and testing services in as efficient and timely fashion and the Offeror's methodology of quality control.
- k. Project Scenario
A sample project scenario is presented in **Attachment I**.
Explain in terms of a complete approach to project delivery from award of a task order to task order completion, your strategy for completing a building demolition assignment. Please indicate all steps you would take from start to finish and describe any issues that may arise and how you would handle such issues. **RESTRICT YOUR RESPONSE TO FOUR PAGES.** Only to be submitted by the three (3) teams who are shortlisted.
- l. Describe your team's recent (within the last three years) experience and familiarity with building demolition on no more than three (3) complex building demolition projects. Please include any issues that occurred and how they were resolved. **RESTRICT YOUR REPLY TO TWO PAGES PER RESPONSE.**
- m. Submit *in a separate and sealed envelope 4 copies* of your team's (and any subcontractors) Audited Statement of General and Administrative Expense for the year ending 12/31/2010 or most recent year available including the Summary of General & Administrative Overhead Rate.
- n. Submit *in a separate and sealed envelope 4 copies* of your team's (and any subcontractors) schedule of prices (Attachment J), certified payroll roster for those employees that will be providing services to the County, including all employee's names, classifications and hourly rate as of the date of the RFP submission. Only to be submitted by the three (3) teams who are shortlisted.

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – **Attachment D**
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – **Attachment E**
- c. Certificate of Insurance (see mandatory insurance requirements) - **Attachment F**
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the

General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.

- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.
- e. A separate PERFORMANCE BOND and LABOR & MATERIAL PAYMENT BOND will be required for each task order issued under this contract prior to the notice to proceed for each task order and will be equal to the value of that task order. **Section I**

SECTION G - COMPENSATION

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County. The Contract Administrator must approve the invoice format prior to the execution of any contract resulting from this solicitation.

The actual compensation the Contractor receives shall be in accordance with the Schedule of Prices attached to this RFP which is the basis of the Contractor's bid. It is understood that the quantities shown in the Schedule of Prices are approximate only and are solely for the purposes of facilitating the comparison of bids. It is further understood the Contractor's compensation will be computed upon the basis of the actual measured quantities in the completed work for each task order issued by the County whether they are more or less than those shown in the Schedule of Prices.

In computing its bid for each line item the Contractor shall include without limitation, all labor, materials, equipment and operator costs, mobilization and demobilization to and from the site, fuel costs, maintenance costs, protective gear, small tools and any and all other incidentals necessary to complete the tasks ordered.

The County reserves the right to withhold final payment for each task order until all disputes are resolved or settlement achieved through other means. *However, the failure by the County to withhold any payment in no way waives any of its rights, claims, or causes of action regarding any dispute, nonperformance, defective work or otherwise.*

The Contractor must use the Key personnel and subcontractor(s) offered in their proposal in the performance of services. Personnel and quantity of personnel may vary according to the work being performed, but must be sufficient to provide the work required. Personnel not specifically listed may be used, subject to the Contract Administrator's prior written approval. No changes to the listed key personnel within control of the Contractor shall be made without prior written approval of the Contract Administrator. In the event that the key personnel individuals are unable or unavailable to perform the services under a contract resulting from this solicitation, the Contractor must replace the individual(s) with key personnel of equal or better qualifications, and provide the County a copy of their resume to obtain the Contract Administrator's written approval of the replacement personnel.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be Bruce E. Johnston, PE.

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;

8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurer's Check or Irrevocable Letter of Credit) prepared on an approved form prior to the notice to proceed for each task order in an amount equal to the value of that task order. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. The Performance Bond must be delivered prior to issuance of the notice to proceed for the task order. The County reserves the right of approval of any instrument offered as the Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of the agreement.

2. LABOR & MATERIAL PAYMENT BOND

No contract shall exist until the County receives a duly executed Labor and Material Payment Bond (or Certified or Treasurer's Check or Irrevocable Letter of Credit) prepared on an approved form prior to the notice to proceed for each task order in an amount equal to the value of that task order. The bond must be made payable to Montgomery County, as security for the payment of all persons performing labor and material in connection with the work and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. The bond shall comply with or exceed the requirements of Article 90, titled "Sureties," Section 11 Annotated Code of Maryland. The Bidder shall require the Attorney-In-Fact who executes the require bonds, on behalf of the surety, to affix thereto a certified and current copy of his/her Power of Attorney. The Labor & Material Payment Bond must be received prior to issuance of the notice to proceed for the task order. The County reserves the right of approval of any instrument offered as a Labor & Material Payment Bond.

The Bond will provide assurance as security for the payment of all persons performing labor and material in connection with the work and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

3. KEY PERSONNEL

Contractor must provide a listing of personnel considered essential to the work to be performed. Prior to substitution of any of the specified individuals, the Contractor shall notify the County's Contract Administrator in writing, and reasonably well in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on any work. The Contractor shall not make any substitutions of principal personnel without the prior written consent of the Contract Administrator.

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Charles County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	OmniRide
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Potomac & Rappahannock Transportation Commission
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Courts	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Authority	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Schools
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Government, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools			
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority			
<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools			

Vendor Name

ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County
Office Of Procurement
Office Of The Director

MFD Report Of Payments Received

For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project?

YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)_____
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)_____
(TITLE)_____
(SIGNATURE OF COMPANY OFFICIAL)_____
(DATE)

() -
TELEPHONE

() -
FAX

() -
E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services

Date: _____

Director
Department of General Services

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR’S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Demolition Services - Including Industrial Hygienists, Environmental Surveys, Geotechnical Investigation, Removal of Hazardous Materials for Site

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***two million dollars (\$2,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***one million dollars (\$1,000,000)*** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Environmental Impairment Liability (may be required based on the specific task & hazard present)

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit for bodily injury and property damage coverage per occurrence. Such insurance shall cover any gradual, sudden and/or accidental release of toxic or hazardous waste or other hazardous substance requiring monitoring, clean-up or other corrective actions under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Contractor/proposer agrees to provide a one-year discovery period under this policy.

Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless a greater period is required by applicable law.

Certificate Holder

Montgomery County, Maryland
Department of General Services/Office of Procurement – Bob Norris
255 Rockville Pike, Suite 180
Rockville, Maryland, 2085

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

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Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).

- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) **(must specify the law, or furnish a copy of the contract or grant).**
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

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appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

ATTACHMENT I

BUILDING DEMOLITION SCENARIO:

The County is presenting the following sample building demolition project as an example of the type of project that may be considered a candidate for building demolition services through Task Orders issued under the terms of the Basic Ordering Agreement. Below is a list of the basic project elements and assumptions to be used in the development of a response to this case scenario. From the information provided below you are to develop a written narrative describing your firm's approach to effectively handling the building demolition process from initial investigation to final site stabilization.

Project information:

A 20,000 sf, three story building, with concrete slab, steel frame, and metal shell is situated near the back of a 2 acre lot in a commercial area. There is a fuel tank located in front of the building. Access to the site is provided via a driveway entrance off of a public road. The building is served by public water and sewer, telecommunications and power. Adjacent to the building is a parking lot. Behind the lot there is a railroad track, and it appears the railroad is storing some of their materials on this lot.

Assumptions:

Your Firm is being asked to prepare a technical proposal to perform Building Demolition Services for the sample project with the prospect of being issued a Task Order. The County is interested in reviewing your overall approach.

Assume there is no geotechnical report and that a hazardous materials assessment within the building has not been done.

Please describe your approach to handling the building demolition process (Pre-Demolition, Demolition, Post Demolition). Please include the following in your response in addition to any other items you feel may be necessary.

- Schedule of Activities
- Permit Process (traffic control plans, sediment and erosion control plans)
 - Hauling Permit
 - Driveway Permit
 - Sediment Control Permit
 - Mechanical Permit
- Describe noise control plan.
- Describe dust control plan.
- Describe traffic control plan.
- Describe sediment and erosion control plan.

You should include your proposed staffing plan and attach the resumes and writing samples of the person(s) from your firm who would be assigned to such a project. You are free to elaborate to the extent possible in four pages of typed text. Please include proposed costs using the County bid form (Attachment J).

ATTACHMENT J

SCHEDULE OF PRICES

NOTE – THIS ATTACHMENT MUST BE FILLED IN BY THE OFFEROR, WITH THE UNIT PRICES WRITTEN IN NUMBERS, AND INCLUDING THE EXTENDED PRICE COMPUTATIONS.

QUANTITIES LISTED BELOW ARE FOR PROPOSAL EVALUATION PURPOSES ONLY. ACTUAL USAGE MAY VARY AND NOTHING HEREIN SHALL BIND THE COUNTY TO PURCHASE ANY SPECIFIED AMOUNT DURING THE CONTRACT PERIOD.

OFFEROR MUST INCLUDE PRICING FOR ALL ITEMS TO BE CONSIDERED FOR AWARD. THE ITEMS BELOW MAY OR MAY NOT COMBINE ON A SINGLE WORK ORDER.

THE SCHEDULE OF PRICES MAY NOT COVER EVERY DETAIL OF MATERIALS, PARTS, OR CONSTRUCTION; THE CONTRACTOR SHALL FURNISH ALL MATERIALS PARTS, AND LABOR NECESSARY TO FULLY COMPLETE THE ENTIRE WORK, WHETHER OR NOT SAID DETAILS ARE PARTICULARLY SHOWN OR SPECIFIED, ALL AT NO ADDITIONAL COST TO THE COUNTY.

NON PRE-PRICED ITEMS MAY BE NEGOTIATED ON A TASK BY TASK BASIS.

ITEM NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE QUOTED	TOTALS
1001	50	HOURS	PROFESSIONAL ENGINEERING SERVICES		
1002	50	HOURS	ENVIRONMENTAL HYGENIST		
1003	50	HOURS	ENVIRONMENTAL SITE ASSESSMENT AND ASBESTOS INVESTIGATION		
1004	50	HOURS	PESTICIDE TREATMENTS (ALL TYPES)		
1005	50	HOURS	GEOTECH ON SITE SAMPLING		
1006	50	HOURS	PRE-DEMOLITION PROJECT MANAGEMENT		
1007	1000	SF	RESIDENTIAL DEMOLITION/REMOVAL ABOVE BASEMENT SLAB ON GRADE 1 ST AND 2 ND STORY		
1008	1000	SF	RESIDENTIAL DEMOLITION/REMOVAL ABOVE BASEMENT SLAB ON GRADE 3 RD STORY AND EACH ADDITIONAL STORY		
1009	1000	SF	BASEMENTS (BELOW GROUND) DEMOLISH AND REMOVE		
1010	1000	SF	BASEMENTS (BELOW GROUND) RUBBILIZE AND COVER		
1011	450	CY	SLAB ON GRADE REMOVAL		
1012	1000	SF	RAISED PIER CONSTRUCTION DEMOLITION/REMOVAL SINGLE STORY OR FIRST FLOOR		
1013	1000	SF	RAISED PIER CONSTRUCTION DEMOLITION/REMOVAL 2 ND STORY AND EACH ADDITIONAL STORY		
1014	1000	SF	COMMERCIAL DEMOLITION/REMOVAL ABOVE BASEMENT/SLAB ON GRADE SINGLE STORY OR FIRST FLOOR		
1015	1000	SF	COMMERCIAL DEMOLITION/REMOVAL ABOVE BASEMENT/SLAB ON GRADE SECOND STORY AND EACH ADDITIONAL STORY		
1016	5000	GAL	PUMPING WATER FROM SWIMMING POOL		
1017	50	CY	SWIMMING POOL ABANDONMENT/REMOVAL AND DISPOSAL/BACKFILLING		
1018	800	LF	TEMPORARY 6 FOOT CHAIN LINK FENCE (PLACE, RESET, AND REMOVAL)		
1019	500	LF	TEMPORARY ORANGE CONSTRUCTION FENCE (PLACE, RESET, AND REMOVAL)		
1020	96	SF	TEMPORARY TRAFFIC SIGNS		
1021	50	EA	DRUMS FOR MAINTENANCE OF TRAFFIC		

ITEM NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE QUOTED	TOTALS
1022	50	EA	CONES FOR MAINTENANCE OF TRAFFIC		
1023	60	HR	FLAGGER		
1024	3	EA	TYPE III BARRICADE FOR MAINTENANCE OF TRAFFIC (PLACE, RESET, AND REMOVAL)		
1025	2	EA	STEEL PLATE, 8 FT X 12FT X 1" THICK, FOR MAINTENANCE OF TRAFFIC, FURNISH, REPLACE, ANCHOR & REMOVE		
2001	500	CY	REMOVAL, HAULING AND DISPOSAL OF EXISTING DEBRIS (DEBRIS NOT GENERATED BY DEMOLITION ACTIVITIES)		
2002	1500	SF	REMOVAL, HAULING AND DISPOSAL OF ASBESTOS CONTAINING ROOFING MATERIALS		
2003	1500	SF	REMOVAL, HAULING AND DISPOSAL OF ASBESTOS CONTAINING FLOORING MATERIALS		
2004	1500	SF	REMOVAL, HAULING AND DISPOSAL OF ASBESTOS SIDING, SHEATHING AND INSULATION MATERIALS		
2005	1500	CY	MACHINE PLACED BACKFILL AND GRADING OF PROPERTY WITH COMMON BORROW UPON COMPLETION OF DEMOLITION		
2006	250	CY	HAND PLACED BACKFILL AND GRADING OF PROPERTY WITH COMMON BORROW UPON COMPLETION OF DEMOLITION, WHERE SITE RESTRICTIONS PRECLUDE USE OF MACHINERY		
2007	1500	CY	MACHINE PLACED BACKFILL AND GRADING OF PROPERTY WITH SELECT BORROW UPON COMPLETION OF DEMOLITION		
2008	250	CY	HAND PLACED BACKFILL AND GRADING OF PROPERTY WITH SELECT BORROW UPON COMPLETION OF DEMOLITION, WHERE SITE RESTRICTIONS PRECLUDE USE OF MACHINERY		
2009	3	EA	REMOVAL, HAULING AND DISPOSAL OF SEPTIC TANK, INCLUDING INLET LINE AND LEACH FIELD LINES UP TO 500 GALLONS		
2009A	3	EA	REMOVAL, HAULING AND DISPOSAL OF SEPTIC TANK, INCLUDING INLET LINE AND LEACH FIELD LINES OVER 500 GALLONS		
2010	500	LF	REMOVAL, HAULING AND DISPOSAL OF FENCE (ANY TYPE), INCLUDING GATES, FENCE POSTS, AND POST FOUNDATION		

ITEM NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE QUOTED	TOTALS
2011	50	CY	REMOVAL OF EXISTING PAVEMENT, SIDEWALK, PAVED DITCHES, MONOLITHIC MEDIAN, HMA CURB, CONCRETE CURB AND CONCRETE COMBINATION CURB AND GUTTER (ANY SIZE, ANY TYPE)		
2012	50	CY	REMOVAL OF EXISTING MASONRY INCLUDING PRECAST STRUCTURES, AND ANY SIZE AND TYPE OF PIPE		
2013	4	EA	UNDERGROUND STORAGE TANK REMOVAL UP TO 500 GALLONS		
2013A	4	EA	UNDERGROUND STORAGE TANK REMOVAL ABOVE 500 GALLONS		
2014	500	CY	REMOVAL OF FUEL CONTAMINATED SOIL/HYDROCARBONS		
2015	250	CY	MISCELLANEOUS INTERIOR ASBESTOS REMOVAL		
3001	27	CY	ABANDON EXISTING PIPE WITH FLOWABLE FILL		
3002	250	LF	PERIMETER DIKE/SWALES		
3003	750	LF	SILT FENCE (PLACE, REMOVE AND RESET)		
3004	100	LF	INLET PROTECTION (ANY TYPE) FOR EROSION AND SEDIMENT CONTROL		
3005	50	TN	STABILIZED CONSTRUCTION ENTRANCE FOR EROSION AND SEDIMENT CONTROL (PLACEMENT AND REHABILITATE)		
3006	750	LF	MODIFIED SUPER SILT FENCE (PLACE, REMOVE AND RESET)		
7001	15000	SY	TEMPORARY SEED AND MULCH/STABILIZATION		
8001	3	EA	CAPPING OF EXISTING SEWER HOUSE CONNECTION		
8002	3	EA	CAPPING OF EXISTING WATER HOUSE CONNECTION		
8003	2	EA	ABANDON EXISTING WELLS ANY TYPE		
				TOTAL	

DESCRIPTION OF ITEMS IN SCHEDULE OF PRICES

Item No.	Description
1001	Professional Engineering Services includes any PE services required to complete the work including but not limited to: the preparation of the Traffic Control Plan, Sediment & Erosion Control Plan, Environmental Services, Geotechnical Report, and Permit acquisition.
1006	Pre-Demolition Project Management includes scheduling, coordination, meetings, etc until the demolition permit is issued. All project management after issuance of the demolition permit shall be considered incidental to the demolition activities.
1007	Total square footage of 1 st and 2 nd story based on exterior dimensions.
1008	Gross square footage of 3 rd story and each additional story based on exterior dimensions. (Attic does not count as a story and is incidental to this item)
1011	Cubic Yards of material removed measured in its original position.
1017	Cubic Yards of material removed measured in its original position.
2001	Cubic Yards of material removed measured in its original position.
2002	Square feet of actual roof removed, measured perpendicular to the roofing surface.
2003	Net square feet of flooring materials.
2004	Square feet measured perpendicular to surface.
2005	Cubic Yards of material measured in place based on volume of excavation to be filled.
2006	Cubic Yards of material measured in place based on volume of excavation to be filled.
2007	Cubic Yards of material measured in place based on volume of excavation to be filled.
2008	Cubic Yards of material measured in place based on volume of excavation to be filled.
2011	Cubic Yards of material removed measured in its original position.
2012	Cubic Yards of material removed measured in its original position.
2014	Cubic Yards of material removed measured in its original position.
2015	Cubic Yards of material removed, includes any and all asbestos containing material not mentioned in any other item within the schedule of prices. All items necessary for asbestos removal such as suits, tools, blood tests, containment system, etc. are incidental to this item.